

Appln. No.: 09/843,718
Response/Amendment dated February 14, 2006
Response to Office Action dated December 12, 2005

REMARKS/ARGUMENTS

Claims 18-20, 33, 56, 66, 67, 69-71, 84, 107, 116, and 120-123 are pending in the application. Claims 18-20, 33, 56, 66, 67, 69-71, 84, 107, 116, and 120-123 are rejected. Through this Response and Amendment, claims 19, 56, 66, 67, 69, 84, 107, 116, and 122 have been amended. No new matter has been introduced into the application. As explained in more detail below, Applicant submits that all claims are in condition for allowance and respectfully request such action.

Claim Objections

Claims 19 and 20 are objected to for failing to provide proper antecedent for the limitation "the authorized printing device". Through this Response and Amendment, the Applicant has amended claim 19 to indicate the authorized device of claim 18 is an authorized printing device. Since claim 20 depends from claim 19, which now provides proper antecedent basis for the limitation, the Applicant respectfully requests withdrawal of the objection with respect to claims 19 and 20.

Claims 66 and 67 are objected to for allegedly being in improper format for a multiple dependent claim. The Applicant respectfully disagrees with the interpretation that the claims are multiple dependent claims under M.P.E.P. §608.01, however, the Applicant has amended claims 66 and 67 to incorporate the method of claims 18 and 33, respectively, in an attempt to expedite the allowance of the claims. In view of the foregoing, the Applicant respectfully requests reconsideration and withdrawal of the objection in regards to claims 66 and 67.

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Examiner's Notification Regarding 35 U.S.C. §112, 6th paragraph

The Office Action asserts that the Applicant has the responsibility to invoke 35 U.S.C. §112, paragraph 6 and identify "the exact limitations that the Applicant is reading into the claims from the specification... [and a] lack of response to this notice will be construed as prosecution history estoppel indicating the Applicant does not wish to invoke [35] U.S.C. §112 6th paragraph." (Office Action dated December 12, 2005, page 2). While the Applicant respectfully disagrees that it is the Applicant's responsibility to invoke 35 U.S.C. §112, paragraph 6, claims 56, 69, 84, 107, 116, and 122 have been amended to replace "means" with "apparatus" in the attempt to move prosecution forward. Support for apparatuses that perform the claimed limitations are found throughout the Specification. The Applicant, therefore, respectfully requests withdrawal of this Notice.

Claim Rejections – 35 USC § 103

Claims 18-20, 33, 56, 69-71, 84, 107, 116, 120, and 122 are rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Pat. No. 6,728,000 to Lapstun et al., ("Lapstun") in view of U.S. Pat. No. 6,202,151 to Musgrave et al., ("Musgrave"). The Applicant traverses the rejection in view of the Remarks below.

The Office Action asserts Lapstun teaches a method of electronically purchasing tickets. More specifically, the Office Action alleges Col. 2, line 62 – Col. 3, line 5, Col. 4, lines 17 – 22, Col. 21, lines 17 – 22, Col. 28, lines 15 – 18, Col. 34, lines 40 – 45, and Col. 36, lines 10 – 17 teach using a portable trusted terminal of a purchaser which is in wireless communication with a

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server of a provider of the tickets to select a ticket to be purchased. The Applicants disagree with such an interpretation. It appears that the Office Action is equating the "optical sensing device" (i.e., netpage pen 101) of Lapstun with the personal trusted device of the rejected claims.

The pen of Lapstun cannot be considered a portable trusted terminal or mobile terminal of a purchaser which is in wireless communication with a server of a provider of the tickets to select a ticket to be purchased. (See, page 1, paragraph 0002; stating mobile terminals are hereinafter referred to as personal trusted devices). Rather, the text cited by the Office Action is in reference to an aspect of Lapstun (also recited as claim 1), directed to a method of printing a document from a computer where:

printed on the document [are] coded data indicative of an identity of the document and a plurality of reference points on the document; wherein the coded data is printed on the document in a form which can be read by an optical sensing device to identify location of the optical sensing device relative to the document.

(Col 2, lines 33 – 38; emphasis added). Therefore, the optical sensing device of Lapstun is not used to purchase a ticket, but rather read coded data on the ticket after it is printed and when it is in physical proximity. Indeed, the text cited by the Office Action further explicitly states:

A user may draw on the document by drawing on the surface of the document with an optical sensing device, the movements of the optical sensing device being transmitted to the printer and stored with an archived copy of the document. Preferably, the archived copy of the document can be reproduced both with and without the addition of the lines which the user has drawn on the document. The optical sensing device preferably has a marking nib which leaves markings on the document when the user draws on the document. The optical sensing device is preferably a hand-held device.

(Col. 2, line 62 – Col 3, line 5; emphasis added). Therefore, the only wireless communication described in the cited text is where a user draws on the surface of the physical document and the movements of the drawings are transmitted back to a printer. (The same arguments apply to the

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text cited on Col. 4, lines 17 – 22, wherein it is stated: “[t]he optical sensing device may optionally have a marking nib which leaves markings on the document when the user moves the optical sensing device on the document”; emphasis added).

The Office Action’s reference to the “shopping cart” of pending purchases on Col. 21 also fails to meet the limitations as well, as the hyperlinks discussed are in reference to Netpage Interaction where: [t]he netpage printer 601 receives data relating to a stroke from the pen 101 when the pen is used to interact with a netpage 1...[t]here are two kinds of inputs in a netpage description: hyperlinks and form fields. (Col 20, lines 20 – 23 and 52 – 3; emphasis added).

Along these lines, there also can be no teaching of the limitation of using the portable trusted terminal to communicate with the server which verifies a purchase of a selected ticket and authenticity of the purchaser. The Applicants also respectfully disagree with the assertion that Col. 37, line 51 to Col. 38, line 8 of Lapstun teaches saving in memory information regarding the purchase from which the purchased ticket is output by an authorized device selected by the portable trusted terminal with authorization being determined by the server of the provider. While the cited text mentions a printer has been selected, it merely proposes having an output device selected for an application or simply using a default printer. Moreover, it states this is obtained from the registration server. For example, as provided:

The page server uses the application ID and alias ID to obtain from the registration server the corresponding user ID 60, the user's selected printer ID 62 (which may be explicitly selected for the application, or may be the user's default printer), and the application's certificate.

(Col. 37, lines 51 – 55, emphasis added) Nowhere, does it state the output device selection is done via the portable trusted terminal.

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Moreover, the Applicants respectfully disagree with the assertion that Musgrave teaches the limitation of signing with the server a contract representing purchase of the ticket by the purchaser. For this assertion, the Office Action cites Col. 1, lines 17 – 45 of Musgrave and states “signing a contract for an electronic transaction is old and well known in the art.” Specifically the Office Action points to the statement: “In general, any electronic service of value, provided over a local network or a public network, requires authentication of the requester in order to protect the value of the service. More valuable services typically require a greater degree of authentication.” (Office Action dated December 12, 2005, page 4).

First, mere authentication of a user does not teach, disclose, or otherwise suggest the signing with the server a contract representing purchase of the ticket by the purchaser. A user may be authenticated for a variety of purposes which have nothing to do with signing a contract from a mobile terminal with the server representing purchase of the ticket by the purchaser. For example, a user may be authenticated to allow the user to access certain files or obtain select information.

Along these lines, applying the authentication teachings of Musgrave with the wireless pen of Lapstun does not produce the subject matter of the rejected claims. Because claims 33, 56, 69, 84, 107, 116, 120, and 122 are rejected “under the same rationale”, the Applicant submits the same reasons of allowance for those claims. For at least these reasons, the Applicant respectfully requests reconsideration and withdrawal of the rejection.

Claims 121 and 123 are rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Pat. No. 6,728,000 to Lapstun et al., (“Lapstun”) in view of U.S. Pat. No. 6,202,151 to

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Musgrave et al., ("Musgrave") and in further view of Official Notice. The Applicant traverses the rejection in view of the Remarks below.

As set forth above, neither Lapstun nor Musgrave individually or in combination teach, disclose, or suggest the subject matter of claim 120, from which these claims depend. Therefore, for at least this reason, the Applicant respectfully requests reconsideration and withdrawal of the rejection.

CONCLUSION

It is believed that no fee is required for this submission. If any fees are required or if an overpayment is made, the Commissioner is authorized to debit or credit our Deposit Account No. 19-0733, accordingly.

All rejections having been addressed, applicant respectfully submits that the instant application is in condition for allowance, and respectfully solicits prompt notification of the same. Should the Examiner have any questions, the Examiner is invited to contact the undersigned at the number set forth below.

Respectfully submitted,

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Dated: February 14, 2006

By: 

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